

2020001063

Stephen L. Vagnini
Monterey County Clerk-Recorder

01/08/2020 02:32 PM

Recorded at the request of:
SAYLER LEGAL

Titles: 1 Pages: 27

Fees: \$100.00
Taxes: \$0.00
AMT PAID: \$100.00

RECORDING REQUESTED BY:

Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, California 93933

WHEN RECORDED MAIL TO:

Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826
Attention: Charlie Ridenour, Branch Chief
Site Mitigation and Restoration Program.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Documentary Transfer Tax \$0-government agency, exempt from DTT

____ Computed on full value of property conveyed

____ Computed on full value less liens and encumbrances
remaining at time of sale

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

(Re: City of Monterey - Munitions and Explosives of Concern,
Fort Ord Reuse Authority Early Transfer Parcels, City of Monterey, California,
Department of Toxic Substances Control Site Code 201729)

This Covenant and Agreement (**Covenant**) replaces in its entirety the Covenant and Agreement to Restrict Use of Property recorded May 8, 2009 as Instrument No. 2009028275 (the **Original Covenant**) for the City of Monterey - Munitions and Explosives of Concern (MEC), Fort Ord Reuse Authority (FORA) Early Transfer Parcels, City of Monterey, State of California. The Original Covenant is, accordingly, replaced by virtue of this Covenant and pursuant to Section 6.03 of the Original Covenant.

This Covenant is made by and between Fort Ord Reuse Authority (FORA) (the **Covenantor**), the current owner of the Property, and the California Department of Toxic

Substances Control (DTSC). Pursuant to California Civil Code section 1471, DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on a portion of the Property of hazardous materials as defined in California Health and Safety Code (H&SC) section 25260. The Covenantor and DTSC hereby agree that, pursuant to H&SC section 25355.5 and California Civil Code section 1471, that the use of the Property will be restricted as set forth in this Covenant, and that the Covenant shall conform with the requirements of California Code of Regulations, Title 22, section 67391.1. The provisions of this Covenant shall be for the benefit of, and shall be enforceable by, the United States Environmental Protection Agency (U.S. EPA), as a third-party beneficiary pursuant to general contract law, including, but not limited to, Civil Code Section 1559.

ARTICLE I

STATEMENT OF FACTS

1.01. Property Location. The Property, consisting of Parcel E29.1 and totaling approximately 22.457 acres, is more particularly described in Exhibit A. The Property is located on the former Fort Ord, California, and within the jurisdiction of the City of Monterey, California. The intended reuse of the Property is non-residential development as provided in Table 1. The Property description in Exhibit A is supported by Point of Beginning latitude and longitude coordinates in Table 2.

1.02. Property History. Portions of the former Fort Ord were used for maneuvers, target ranges, and other purposes from 1917 until base closure in 1994.

The U.S. EPA placed Fort Ord on the National Priorities List (Superfund) in 1990. The U.S. Department of the Army (Army) conveyed by deed the Property to the Covenantor on May 8, 2009 under the early transfer authority of §120(h)(3)(C) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) prior to the completion of the CERCLA remediation process, with approval of the California Governor and the U.S. EPA.

Remedial actions were conducted by the Covenantor pursuant to the Administrative Order on Consent (AOC) for Cleanup of Portions of the Former Fort Ord between the Covenantor, the U.S. EPA, and DTSC finalized on April 18, 2007.

The Property is included in the Finding of Suitability for Early Transfer, Former Fort Ord, California, Environmental Services Cooperative Agreement (ESCA) Parcels, Operable Unit 2 Fort Ord Landfills Parcels, and Operable Unit Carbon Tetrachloride Plume Parcels (FOSET 5).

The City of Monterey adopted Ordinance No. 3384 C.S., entitled "Digging and Excavation on the Former Fort Ord" (City of Monterey Excavation Ordinance) amending Chapter 9 of the City of Monterey Code to add Article 8. The City of Monterey Excavation Ordinance addresses the potential MEC risk by prohibiting excavation, digging, development or ground disturbance of any type that involves the displacement of ten (10) cubic yards or more of soil on the former Fort Ord without a permit. Section 4.02 of this covenant further prohibits these activities.

In accordance with the Munitions Response Site (MRS) Security Program, dated March 2016, the Army offers MEC recognition and safety training to any persons conducting intrusive activities on the former Fort Ord. This training includes identification of MEC that might be found, the safety and notification procedures to follow if suspected MEC is found, and the distribution and explanation of "Safety Alert" brochures. MEC recognition and safety training is required for access to restricted MRSs.

A Memorandum of Agreement (MOA) (Fort Ord Administrative Record No. ESCA-0301B Appendix E) was entered into by and among DTSC, FORA, the City of Monterey and other Jurisdictions on February 27, 2008. The MOA requires the City of Monterey and other jurisdictions to monitor compliance with land use covenants for property on the former Fort Ord, and report to FORA or the County of Monterey concerning their compliance with all recorded Land Use Controls (LUC) within their jurisdiction. The MOA requires FORA or the County of Monterey to compile and transmit monitoring compliance reports to DTSC.

1.03. Remediation of Property. MEC investigations and removal actions were conducted at the Property, consisting of parcels in the Del Rey Oaks / Monterey Munitions Response Area (MRA), prior to the Original Covenant. These MEC investigations and removal actions were summarized in the Army Group 3 Record of Decision (ROD), which address the Del Rey Oaks / Monterey MRA, dated October 27, 2014, was fully executed on November 25, 2014 (Fort Ord Administrative Record No. ESCA-0293).

The U.S. EPA issued a Remedial Action Certification of Completion (Fort Ord Administrative Record No. ESCA-0363) for MRAs including the Del Rey Oaks/Monterey MRA on September 27, 2018, fulfilling the requirement listed in the Original Covenant for removal of the restriction that the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways.

The Group 3 Remedial Investigation/Feasibility Study (RI/FS) dated July 31, 2012, addresses the Del Rey Oaks / Monterey MRA (Fort Ord Administrative Record No. ESCA-0249B). The quality of the MEC investigations and removal actions was evaluated as part of the Group 3 RI/FS which provides data and findings to support non-residential development reuse for the area described in Exhibit A.

1.04. Basis for Environmental Restrictions. The Property includes a portion of one Munitions Response Site (MRS) as shown in Exhibit B (MRS-43). The MRS has been evaluated for the presence of MEC. Based on a review of existing records and available information, as described in the Army Group 3 Record of Decision (Fort Ord Administrative Record No. ESCA-0293), there is evidence MEC are or may be present on the Property.

ARTICLE II

DEFINITIONS

2.01. DTSC. "DTSC" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

2.07. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.08. Jurisdictions. "Jurisdictions" means the County of Monterey, the City of Del Rey Oaks, the City of Marina, the City of Monterey, the City of Seaside, California State University Monterey Bay, University of California Santa Cruz, and Monterey Peninsula College.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and H&SC section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the DTSC; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of DTSC; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations

of, or non- compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide Notice to DTSC not later than 30 days after any conveyance of any ownership interest in the Property (excluding Leases, mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted in Table 1. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering this Covenant. DTSC has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay, DTSC's reasonable costs in administering, implementing and enforcing this Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- a) A residence, including any mobile home or factory-built housing.
- b) A hospital for humans.
- c) A public or private school for persons under 18 years of age.
- d) A day care center for children.

4.02. Prohibited Activities and Soil Management Requirements. The excavation, digging, development or ground disturbance of any type that involves the displacement of ten (10) cubic yards or more of soil, except pursuant to a valid excavation permit from the City of Monterey (Ordinance No. 3384 C.S., entitled "Digging and Excavation on the Former Fort Ord"), are prohibited.

4.03. Written Notice of Presence of MEC. Prior to the sale, lease, or sublease of the Property, or any portion thereof; or the execution of a license or easement on the Property, the owner, lessor, or sub-lessor shall give the buyer, lessee, or sub-lessee written notice that there is the potential for the presence of MEC in the soil of the Property.

4.04. Access. The DTSC and the U.S. EPA, and their contractors and agents shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling and other activities consistent with the purposes of this Covenant as deemed necessary by the DTSC in order to protect the public health and safety or the environment and oversee any required activities. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions, under CERCLA; the National Oil and Hazardous Substances Pollution Contingency Plan, 40 Code of Federal Regulations Part 300 and its successor provisions; or federal law. Nothing in this instrument shall limit or otherwise effect the DTSC's right of entry and access, or authority to take response actions, under CERCLA; Chapter 6.8, Division 20 of the California Health and Safety Code; California Civil Code, or other applicable State Law.

4.05. Inspection and Reporting Requirements. Owner shall submit an annual report detailing compliance with Article IV of this Covenant, including an annual inspection, and check of county and city records. The submission of an annual report containing this information, as outlined in the MOA by and among DTSC, FORA, and the Jurisdictions, shall satisfy this requirement.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for DTSC to require modification or removal of any Improvements

constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) record or report to DTSC, shall be grounds for DTSC to pursue administrative, civil, or criminal actions, as provided by law.

5.02. Enforcement Rights of U.S. EPA as a Third-Party Beneficiary. U.S. EPA, as a third-party beneficiary, has the right to enforce the Environmental Restrictions contained herein.

ARTICLE VI

VARIANCE, REMOVAL, AND TERM

6.01. Variance from Environmental Restrictions. Any person may apply to DTSC for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with H&SC section 25233 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the DTSC. No variance may be granted under this paragraph without prior notice to and an opportunity to comment by U.S. EPA.

6.02. Removal or Termination of Environmental Restrictions. Any person may apply to DTSC to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with H&SC section 25224 and a copy of the application shall be submitted to U.S. EPA simultaneously with the application submitted to the DTSC. No termination may be granted under this paragraph without prior notice to and opportunity to comment by U.S. EPA.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by DTSC in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof

to the general public or anyone else for any purpose whatsoever. Further, nothing in this Covenant shall be construed to effect a taking under state or federal law.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Monterey within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owners: Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, California 93933
Attention: Michael A. Houlemard, J.R.
Executive Officer

To DTSC: Department of Toxic Substances Control
Site Mitigation and Restoration Program
8800 Cal Center Drive
Sacramento, California 95826
Attention: Charlie Ridenour
Branch Chief

To U.S. EPA: U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, California 94105-3901
Attention: John Chesnutt
Chief, Federal Facilities Section

To U.S. Army, Base Realignment and Closure Division
Office of the Assistant Chief of Staff for Installation Management
600 Army Pentagon
Washington, D.C. 20310-600

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Statutory References. All statutory references include successor provisions.

7.06. Incorporation of Exhibits. Exhibits A and B to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

(Signature pages to follow)

Covenantor:

By:

Title: Michael A. Houlemard, J.R.
Executive Officer
Fort Ord Reuse Authority

Date: DECEMBER 31, 2019

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Monterey)

On 12/31/2019, before me Sandie Shelby-notary
(insert name of notary)

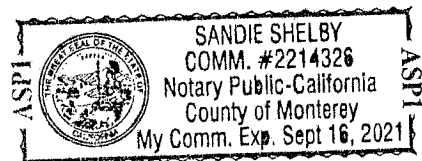
Notary Public, personally appeared Michael A. Houlemard JR., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandie Shelby

(Seal)



Department of Toxic Substances Control:

By: Charlie Ridenour
Title: Charlie Ridenour
Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control

Date: 12/27/19

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On 12/27/19, before me, Angela C Golden,
(insert name of notary)

Notary Public, personally appeared Charlie Ridenour, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela C Golden

(Seal)

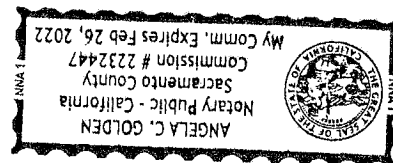


Table 1
DTSC CRUP Parcel Summary
FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

USACE Parcel No.	Parcel Label	Acreage	Designated Reuse ⁵	Fort Ord Base Reuse Plan Designated Use ^{1,5}	DTSC State CRUP Intended Reuse ²	DTSC State CRUP Institutional Controls ³							DTSC Residential Protocol	MRS Designation (whole or partial)	MRA	Decision Document ⁴	Assessor's Parcel No.
						a	b	c	d	e	f	g					
City of Monterey CRUP																	
E29.1	--	22.457	Non-Residential	Business Park/Light Industrial	Business/Office Park / Light Industrial	x	x	x	x	x	x		No	MRS-43	DRO/Monterey MRA	Group 3 ROD	031-191-019-000

Table 1
DTSC CRUP Parcel Summary
FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

Notes:

CRUP = Covenant to Restrict Use of Property

DRO = Del Rey Oaks

DTSC = Department of Toxic Substances Control

MRA = Munitions Response Area

MRS = Munitions Response Site

ROD = Record of Decision

USACE = United States Army Corps of Engineers

-- = Not Applicable

1. Fort Ord Base Reuse Plan, Fort Ord Reuse Authority. 1997.

2. Intended reuse as stated in 2009 DTSC State CRUP.

3. DTSC State CRUP Institutional Controls:

- a. Prohibited Uses: Property shall not be used for a residence, hospital for humans, public or private school, or a day care center for children.
- b. Prohibited Activities and Soil Requirements: Ground disturbance of any type that involves displacement of ten cubic yards or more of soil without a valid City excavation permit is prohibited.
- c. Written Notice of Presence of MEC.
- d. Access: DTSC, EPA, and their contractors and agents shall have reasonable right-of-entry and access to the property.
- e. Inspection and Reporting Requirements: Submit an annual report detailing compliance with the CRUP.
- f. Restrictions against inconsistent uses (applicable to the habitat reserve areas).
- g. Access management measures in areas designated for habitat reserve.

4. Decision Documents:

Group 3 ROD. Final Record of Decision, Group 3, Del Rey Oaks/Monterey, Laguna Seca Parking, and Military Operations in Urban Terrain Site Munitions Response Areas, Former Fort Ord, California, November 2014 (Fort Ord Administrative Record No. ESCA-0293)

5. Non-residential development reuse examples include: commercial/retail development activities for business park/light industrial and office/research and development infrastructure.

Table 2
DTSC CRUP Legal Descriptions
Point of Beginning Latitude / Longitude Coordinates
FORA Environmental Services Cooperative Agreement Remediation Program
Former Fort Ord

USACE Parcel No.	Legal Description Point of Beginning Latitude / Longitude Coordinates
City of Monterey CRUP	
E29.1	N36° 35' 09.74" / W121° 49' 28.19"

Notes:

CRUP = Covenant to Restrict Use of Property

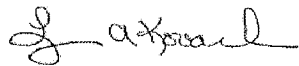
DTSC = Department of Toxic Substances Control

FORA = Fort Ord Reuse Authority

USACE = United States Army Corps of Engineers

1. Property transfer perimeter.

PREPARED BY:
POLARIS CONSULTING



LYNN A. KOVACH, P.L.S.
L.S. NO. 5321



Dated: December 3, 2019

EXHIBIT A

Designated reuse and corresponding legal description and survey record of the parcel
restricted by this covenant.

- A1 Designated Reuse, Del Rey Oaks / Monterey MRA Parcel, City of Monterey
- A2 Parcel E29.1 – Legal Description: Non-Residential Development

EXHIBIT A1

Designated Reuse, Del Rey Oaks / Monterey MRA Parcel, City of Monterey

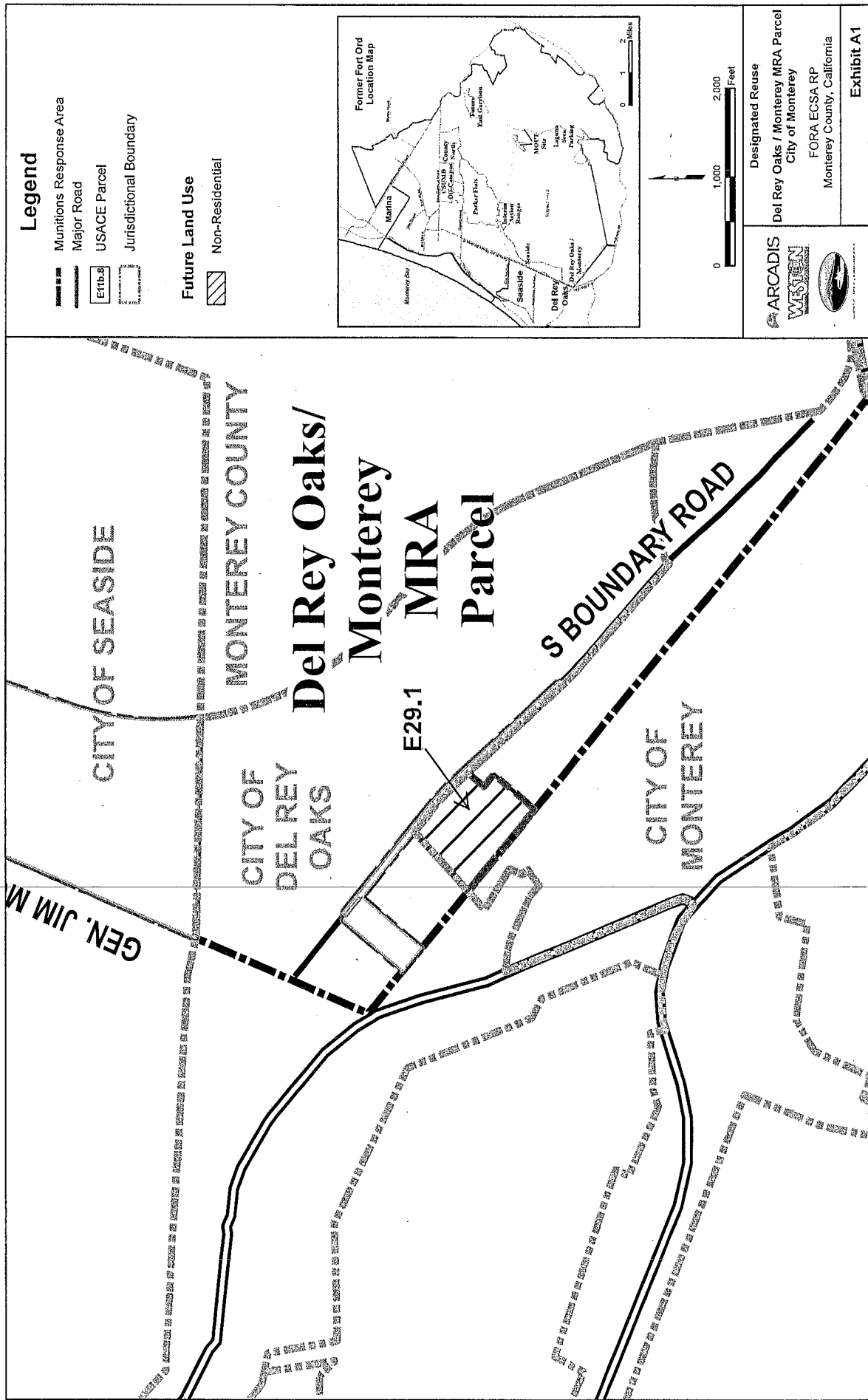


EXHIBIT A2

Parcel E29.1 – Legal Description: Non-Residential Development

FOSET 5
Legal Description
Parcel E 29.1 W/EX

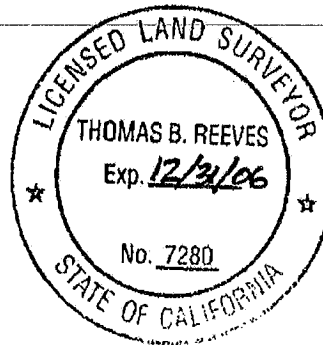
That portion of the former Fort Ord Military Reservation as shown on that certain map filed for record in Volume 19 of Surveys at Page 1 in the office of the County Recorder of Monterey County, being a portion of Parcel A in the City of Monterey, County of Monterey, State of California as shown on that certain map filed for record in Volume 25 of Surveys at page 3 in the office of the County Recorder of said County, described as follows:

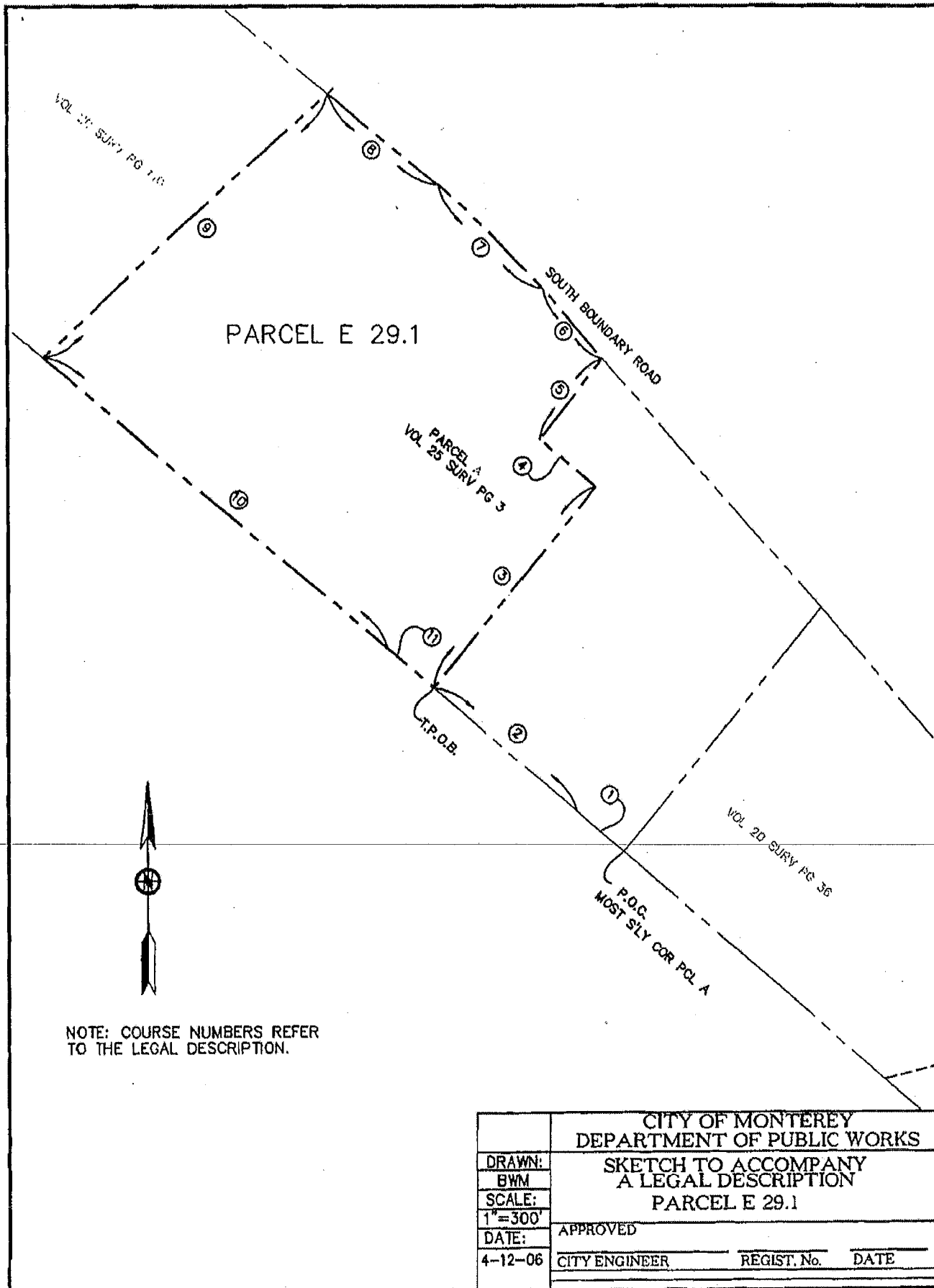
Commencing at the most southerly corner of said Parcel A; thence along the southwesterly line of said Parcel A the following 2 courses:

1. North 50°05'43" West 150.87 feet, And
2. North 50°05'33" West 453.00 feet to the **True Point of Beginning**; thence
3. North 39°54'27" East 616.76 feet; thence
4. North 51°14'48" West 176.71 feet; thence
5. North 39°17'34" East 244.15 feet to the northeasterly line of said Parcel A; thence along the northeasterly line of said Parcel A the following 3 courses:
6. North 42°17'00" West 219.74 feet; to the beginning of a curve concave southwesterly having a radius of 2370.00 feet;
7. Northwesterly 347.63 feet along said curve through a central angle of 8°24'15"; and
8. North 50°41'15" West 342.57 feet to the northwesterly line of said Parcel A; thence
9. South 47°25'32" West 913.49 feet along said northwesterly line to the southwesterly line of said Parcel A; thence along said southwesterly line the following 2 courses:
10. South 50°06'02" East 1061.00 feet; and
11. South 50°05'33" East 144.70 feet to the **True Point of Beginning**.

Contains an area of 22.457 Acres more or less.

Thomas B. Reeves
Thomas B. Reeves LS 7280





NOTE: COURSE NUMBERS REFER TO THE LEGAL DESCRIPTION.

CITY OF MONTEREY			
DEPARTMENT OF PUBLIC WORKS			
SKETCH TO ACCOMPANY			
A LEGAL DESCRIPTION			
PARCEL E 29.1			
DRAWN:	APPROVED		
BWM			
SCALE:			
1"=300'			
DATE:			
4-12-06	CITY ENGINEER	REGIST. No.	DATE

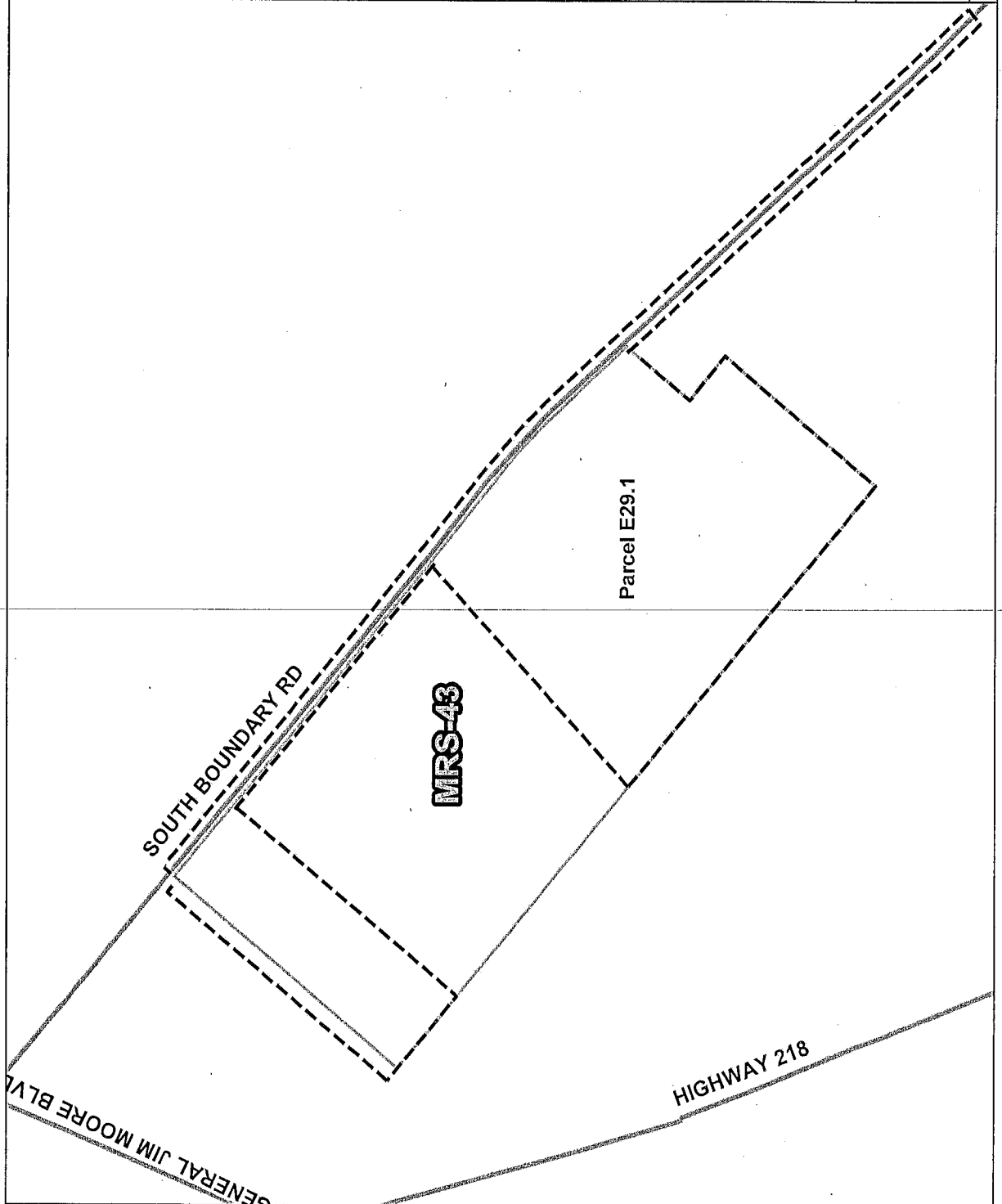
EXHIBIT B

Plate showing the parcel location restricted by this covenant
and the Munitions Response Site.

Exhibit B1: Del Rey Oaks / Monterey Munitions Response Area, Munitions Response
Site, City of Monterey

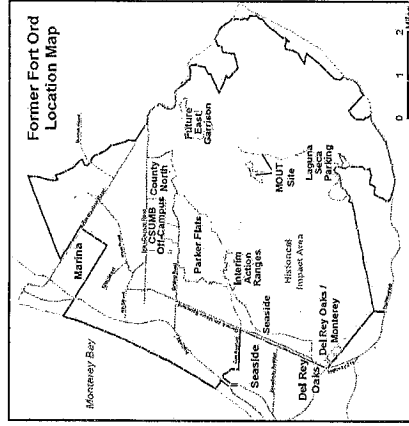
EXHIBIT B1

**Del Rey Oaks / Monterey Munitions Response Area, Munitions Response Site,
City of Monterey**



Legend

- Del Rey Oaks / Monterey MRA
- Munitions Response Site
- Major Road



Del Rey Oaks / Monterey MRA
Munitions Response Site
City of Monterey

Monterey County, California

Exhibit B1

**California, Department of Toxic Substance Control
Covenant Restricting Use of Property
Transmission Cover Letter
2019**



Department of Toxic Substances Control



Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
8800 Cal Center Drive
Sacramento, California 95826-3200

Gavin Newsom
Governor

December 27, 2019

Mr. Stan Cook
Fort Ord Reuse Authority
920 2nd Avenue, Suite A
Marina, California 93933



NOTARIZED SIGNATURE FOR COVENANT TO RESTRICT USE OF PROPERTY,
ENVIRONMENTAL RESTRICTION, CITY OF MONTEREY - MUNITIONS AND
EXPLOSIVES OF CONCERN, FORT ORD REUSE AUTHORITY EARLY TRANSFER
PARCELS, CITY OF MONTEREY, CALIFORNIA

Dear Mr. Cook:

The Department of Toxic Substances Control (DTSC) has prepared a notarized Covenant to Restrict Use of Property (CRUP) for the City of Monterey - Munitions and Explosives of Concern, Fort Ord Reuse Authority Early Transfer Parcels, City of Monterey, State of California. The CRUP removes the restriction that the property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC, and installation of utilities and roadways, and allows non-residential use. This CRUP is intended to replace in its entirety the Covenant and Agreement to Restrict Use of Property recorded May 8, 2009, as Instrument No. 2009028275 (the "Original Covenant").

Please sign the attached document and have a recorded version returned to my attention.

If you have any comments or questions, please contact Mr. Brett Leary via email at Brett.Leary@dtsc.ca.gov, or at (916) 255-4988.

Sincerely,

Charlie Ridenour
Branch Chief
Site Mitigation and Restoration Program

Attachment

cc: See next page.

Mr. Stan Cook
December 27, 2019
Page 2

cc: (Via email)

Mr. William Collins
BRAC Environmental Coordinator
Fort Ord Base Realignment and Closure Office
William.K.Collins.civ@mail.mil

Ms. Maeve Clancy
Remedial Project Manager
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